



**IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA**

1. JOHN MCDONALD,
2. SANDRA MCDONALD,

Plaintiffs,

v.

1. STATE FARM FIRE AND CASUALTY
COMPANY, A Foreign for Profit
Insurance Corporation,

Defendant.

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) Case No. **CJ-15-582 TS**

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED In The
Office of the Court Clerk

MAY 15 2015

DOCKET _____ PAGE _____ RECORDED
Rhonda Hall, Court Clerk

DEPUTY

PETITION

A. Parties

1. Plaintiffs, John and Sandra McDonald, are each citizens of Cleveland County in the State of Oklahoma.

2. Defendant, State Farm Fire and Casualty Company, is a foreign for-profit insurance corporation incorporated and organized under the laws of the state of Illinois.

3. The principal place of business for Defendant, State Farm Fire and Casualty Company, is within the state of Illinois.

4. The Defendant, State Farm Fire and Casualty Company, is licensed to conduct business in the state of Oklahoma and may be served with process through its registered agent of service.

EXHIBIT

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5. This action is not related to any other case filed in this court.

B. Facts

6. At all times material hereto the Plaintiffs, John and Sandra McDonald owned a home located at 616 Hedgewood Drive in the City of Moore, County of Cleveland, State of Oklahoma.

7. On or about May 20, 2013, Plaintiffs' home and personal property were damaged as the result of a tornado and affiliated wind and rain.

8. At all times material hereto, the Plaintiffs, John and Sandra McDonald were insured under the terms and conditions of a homeowners insurance policy, policy number 36-CU-1722-3, issued by the Defendant, State Farm Fire and Casualty Company.

9. At all times material hereto, Plaintiffs, John and Sandra McDonald, complied with the terms and conditions of their insurance policy.

10. Tornado, wind, hail and water damage are covered perils not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant.

C. Count I Breach of Contract

11. Plaintiffs, John and Sandra McDonald, hereby assert, allege and incorporate paragraphs 1-10 herein.

12. The property insurance policy No. 36-CU-1722-3, issued by the Defendant, State Farm Fire and Casualty Company, was in effect on May 20, 2013.

Said policy provided coverage for contents/personal property damaged as a result of a tornado and affiliated wind and rain.

13. The acts and omissions of the Defendant, State Farm Fire and Casualty Company, in the payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

14. Defendant's breach of contract includes, but is not limited to, the Defendant's unreasonable refusal to pay for home repairs and personal property that Defendant agreed were damaged and owed to Plaintiffs. Defendant further failed to refund Plaintiffs' recoverable depreciation that Defendant was aware was due and owing to the Plaintiffs. The Defendant's failure to pay for these covered damages is unreasonable and amounts to a breach of the insurance contract because the damages are the result of the May 20th, 2013 tornado, which is explicitly covered by the terms and conditions of the policy issued by Defendant.

D. Count II Bad Faith

15. Plaintiffs, John and Sandra McDonald, hereby assert, allege and incorporate paragraphs 1-14 herein.

16. The above mentioned acts and omissions of the Defendant, State Farm Fire and Casualty Company, in the payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

17. Defendant, State Farm Fire and Casualty Company, acted unreasonably and in bad faith by refusing to pay for home repairs and personal property that Defendant agreed were damaged and owed to Plaintiffs. Defendant further failed to refund Plaintiffs' recoverable depreciation that Defendant was aware was due and owing to the Plaintiffs. Defendant placed its own financial interest above those of the Plaintiffs by its failure to pay for these covered damages

E. Count III Punitive Damages

18. Plaintiffs, John and Sandra McDonald, hereby assert, allege and Incorporate paragraphs 1-17 herein.

19. The unreasonable conduct of the Defendant, State Farm Fire and Casualty Company, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

F. Demand for Jury Trial

20. The Plaintiffs, John and Sandra McDonald, hereby request that the matters set forth herein be determined by a jury of their peers.

G. Prayer

21. Having properly plead, Plaintiffs, John and Sandra McDonald hereby seek contractual, bad faith and punitive damages against the Defendant, State Farm Fire and Casualty Company, all in an amount in excess of \$75,000.00; including

costs, interest and attorney fees.

Respectfully submitted,



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